



**Notice of Request for Proposals (RFP)**  
**RFP No. P23/10054L**  
**Integrated Library System**

Pima County Community College District (“**College**”) is seeking proposals from qualified firms to provide an Integrated Library System (ILS) Services.

One Service Agreement will be awarded to a firm.

**DUE IN:** The deadline for receipt of sealed Proposals is: **January 20, 2023 at 3:00 PM (Arizona Time)**. Proposal Packets must be electronically submitted by this deadline to the following location: EMAIL: [do-bids-proposals@pima.edu](mailto:do-bids-proposals@pima.edu) **\*\*ELECTRONIC SUBMITTALS REQUIRED\*\*** Any packet received after the DUE IN and OPENS date and time listed above will be returned and not considered.

**PRE-SUBMITTAL CONFERENCE** is **OPTIONAL** but highly recommended and will be held virtually online. The purpose of this conference is to discuss requirements and review solicitation documents.

Date: **December 8, 2022, at 10:00 A.M. (Arizona Time)** at the following link:

Pre-Bid Meeting Link: <https://meet.google.com/sie-tres-pku?authuser=0&hs=122>

Call In Phone #: (US) +1 515-518-4399 PIN: 768 058 871#

**QUESTIONS** pertaining to this Request for Proposals (RFP) must be communicated in writing and be received via email by **December 12, 2022, at 3:00 PM (Arizona Time)**. Questions must be sent to the email address below and should include the specified Procurement Analyst’s name and RFP number. Question(s) should include a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the Pima Community College webpage listed below by **December 16, 2022, at 5:00 PM (Arizona Time)**:

**Carole Quintana, Senior Procurement Analyst**

[do-bids-proposals@pima.edu](mailto:do-bids-proposals@pima.edu)

Copies of the Request for Proposals (**RFP**), possible future addenda, questions and answers, and any related documents are available on the Pima Community College Website: <http://www.pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html>. It is the responsibility of all respondents to check the Website periodically for addenda and/or updates to the solicitation and to obtain this information in a timely manner. Failure to include acknowledgement of all addenda may be cause for rejection of the Proposal.

**Accommodations for People with Disabilities.** If the vendor or any of the vendor's employees participating in this RFP need or have questions about the College's accommodations for people with disabilities, please make arrangements with the specified College buyer, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

Terry Robinson, Director  
Procurement & Payment Services  
Pima County Community College District  
4905 East Broadway, Room D-232  
Tucson, Arizona 85709-1420

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## Section 1: Introduction

Pima County Community College District (“Pima”) is seeking proposals (“Proposal(s)”) from qualified vendors for an Integrated Library System (ILS), also described as a Library Services Platform (LSP) in accordance with the Scope of Work specified in this Request for Proposal (RFP).

**Entity Submitting Proposal.** The terms “vendor,” “offeror,” “firm,” “consultant,” “company,” or “contractor” used in this RFP, or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a Proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

## Section 2: Background Information

Pima County Community College (PCC or Pima) is a comprehensive two-year institution serving students and employers throughout Pima County in Arizona and beyond. Pima welcomes everyone striving to achieve a better life for themselves, their families, and their communities. Students have access to a broad range of high-quality programs that prepare them with the skills needed by today’s employers and to transfer successfully into four-year programs. Students benefit from Pima’s lower tuition costs and thrive at the highest levels once they transfer. Pima is in rapid transition to a high-tech institution serving the needs of the region’s growing aerospace, defense, and healthcare industries. Developing Centers for Excellence in key areas such as Applied Technology, Information Technology and Health Professions, Pima is focused on strengthening partnerships and expanding employer engagement in order to ensure that today’s students are prepared now and for many years to come.

The PCC Library empowers our patrons to achieve their academic and life goals, providing research support, instruction, collections, and spaces for intellectual exploration. Library services and resources are available at 5 campus libraries and online

## Section 3: Scope of Work

### **General Information and Overview**

The Pima County Community College District, herein referred to as Pima or PCC, is seeking firms to provide and implement an Integrated Library System or Library Services Platform solution (both of these options herein referred to as ILS).

This Request for Proposal (RFP) is intended to provide a standard base from which to select an ILS and to allow the Vendor flexibility in proposing the ideal cost-effective system.

The solution for the ILS should be functional for the acquisition, description, management, and circulation of physical and electronic resources, with integrated workflows for all resources. It must be capable of supporting the entire lifecycle of a library resource from acquisition through access, licensing, administration, and evaluation. It must also support intake, management, and reporting functions for a variety of patron records while safeguarding privacy and security. The solution should include a user-friendly search interface that allows patrons to discover the library’s collections.

PCC requires vendor responses to include (but not be limited to) the following in their responses

- a) Executive summary of proposal
- b) Overview of the major features and benefits of the proposed system
- c) A response to each of the requirements and desirables listed in Section 9
- d) A timeline of implementation
- e) Implementation costs as well as ongoing expenses or fees
- f) Summary of technical support offered during and after implementation

The award of any contract pursuant to this process is subject to funding approval and, depending on the value of the contract, PCC Governing Board approval.

## **Existing PCC Equipment and Systems**

The PCC Library has five campus locations with physical collections including traditional library materials as well as a sizable collection of technology devices for lending. We have a single Technical Services unit that does acquisitions, cataloging and processing for the entire district as well as administering our virtual collections. We have a shared ILS, currently Innovative Interfaces Sierra, and a shared discovery solution, currently EBSCO's EDS product.

- The ILS is currently used to provide records of physical items, which consist of books, CDs, DVDs, technology devices, and other miscellaneous items, as well as digital items such as e-books, streaming media, and more.
- The library downloads MARC records from various vendors as part of the acquisitions process managed within the current ILS
- The ILS interfaces with the College's student information system to load and update patron records. The College has several patron types including students, faculty, staff, community users, and more.
- Patrons can limit searches to the physical collections located at a specific campus or are able to broaden their searches to include physical items located district-wide and are able to request these items for delivery to their local campus.
- Currently, the Library subscribes to a discovery service platform that integrates with the ILS for broad searchability.

## **Section 4: Solicitation Terms and Conditions**

- 1. Request for Proposal Opening.** PROPOSALS are opened publicly by the office of Procurement and Payment Services. The College is not responsible for the pre-opening of, late opening of, or the failure to open, an offer not properly addressed or identified. No other information will be released until time of award. Proposal results will not be given in response to telephone inquiries.
- 2. Effective period of proposals.** In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a proposal in response to this RFP to be valid and irrevocable for one hundred twenty (120) days after the Opening Due Date and Time. Any firm who does not agree to this condition must specifically communicate such disagreement in its response to the College, along with any proposed alternatives as an exception. The College may accept or reject such proposed alternatives without further notification or explanation.
- 3. Withdrawal.** Proposals may be withdrawn until the date and time of the Opening. Proposals may not be withdrawn for one hundred twenty (120) days after the Opening.
- 4. Deviation/Exceptions/Alternate Requests.** Offerors that propose modifications or request exceptions to the contract provisions must clearly identify the proposed deviations and any proposed substitute language on the appropriate Required Submittal Form. These should be identified and submitted with the RFP response. Exceptions will be addressed during contract negotiations. Deviations must reference the specific paragraph number(s) and adequately defining the alternate or exception submitted. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of the contract.
- 5. Inquiries/Questions.** Only questions answered by a formal written amendment to the solicitation will be binding. Firms may only submit written questions via email as noted on the Cover page. Oral interpretations or clarifications will be without legal effect.

6. **Addenda.** Any change to the solicitation RFP will be in the form of a numbered addendum issued by the Procurement and Payment Services Department. Any addendum will be posted on the College's webpage listed on the Cover page of this RFP. Other than official numbered addenda issued by the office of Procurement and Payment Services, oral or written advice or instructions made by any employees, officers, contracted consultants, or agents of the College in regard to this solicitation are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.
7. **Cancellation.** The College may cancel a solicitation in whole or in part if it is determined to be in the best interest of the College.
8. **Acceptance or Rejection of Proposals.** The College reserves the right to waive any formalities and to reject any or all Proposals or any part(s) thereof, and/or to accept any Proposal or any part thereof and/or to cancel the Request for Proposals (RFP). The College also reserves the right to reject the Proposals of any firm who has previously failed to perform adequately in furnishing materials, services or equipment to the College. The College reserves the right to negotiate any and all provisions presented in the Proposal.
9. **Waiver of Minor Imperfections.** The College reserves the right to waive minor imperfections, irregularities, technicalities, informalities, or apparent clerical mistakes in a Proposal.
10. **Public Information.** The College is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment, and explanation submitted in response to this RFP will become the property of the College, except any materials that both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be clearly marked by the vendor.
11. **Confidential Proprietary Information.** If the vendor includes in the proposal any information deemed confidential, proprietary, or protected, such information must be clearly marked as to any confidential/proprietary claim.  
  
The College discourages the submission of such information considered to be protected and undertakes to provide no more than reasonable efforts to protect the confidential/proprietary nature of such information. The College, as a public entity, cannot and does not warrant that confidential/proprietary information will not be disclosed. The College will have the right to use any and all information included in the proposals submitted unless the firm expressly restricts the information. The College, as a public entity subject to Arizona public records law.
12. **Right to Use College Name Denied.** The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.
13. **Pre-Submittal Conference.** If scheduled, the date and time of a Pre-Submittal Conference is indicated on Cover Page of this document. Attendance at this conference, is optional unless mandatory, is so noted on the Cover page of this solicitation. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstandings. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the College at this conference. The College will then determine the appropriate action necessary, if any, and may issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation. Written minutes and/or notes will not be available. If a firm is unable to attend a non-mandatory pre-proposal Conference, questions may be submitted in writing via e-mail as noted on the Cover page.

#### 14. Proposal, General Provisions.

- a. **Offer and Acceptance.** A response to the solicitation is an offer to contract with the College based on the provisions contained in the solicitation. An authorized signature on the cover letter accompanying the RFP submittal and required documents will constitute an irrevocable offer to sell the goods or services specified and accept the terms of the subsequent contract, which will incorporate this solicitation.
- b. **Cost of Preparation of Proposal.** Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this Request for Proposal will be entirely the responsibility of the contractor and does not commit Pima County Community College District to pay or reimburse any costs in any manner. These costs may include but are not limited to: time for interviewing or selecting any contractor(s) who responds, site visits, presentations, return of proposal, proposal materials, reproductions, copyright infringements, and any other costs.
- c. **Accuracy.** It is the responsibility of all firms to examine the entire RFP solicitation documents and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an Offer in the form of a Proposal. Negligence in preparing an Offer confers no right of withdrawal after due date and time. Firms are responsible for errors and omissions in their proposals/offers. Failure to include all requested information will have a negative impact on the evaluation of the firm's proposal/offer and may result in rejection.

**15. Waiver of Damage Claim.** Each firm, in submitting a proposal/offer, is deemed to have waived any claims for damages by reason of the selection of another proposal/offer and/or the rejection of his/her proposal/offer.

**16. Protests** are filed with the Procurement Director, Pima County Community College District (College), within ten (10) calendar days of the date that the Protester knows or should have known the basis of the protest or the award date, whichever is earlier. Failure to protest within the period shall be deemed a waiver of all rights to protest.

### Section 5 Instructions

**PROPOSAL PREPARATION.** Before submitting a Proposal, each firm shall familiarize itself with the entire RFP, including the Scope of Work, sample Agreement for Services, College's insurance requirements, and all laws, regulations and other factors affecting the firm's performance.

The firm is responsible for fully understanding the requirements of a subsequent contract and shall otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a Proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

Proposals must conform to all requirements stated below. **Disregarding these requirements will result in disqualification of the Proposal.**

The College is currently **NOT** accepting "hardcopy" solicitation responses via mail or drop-off at District Office. District Office has been temporarily closed to the public. The College will only accept solicitation responses electronically via submission to the following email address and must be received at [do-bids-proposals@pima.edu](mailto:do-bids-proposals@pima.edu) by the original date and time identified on the Cover page or as changed by the issuance of an Addendum.



All Proposal materials must be sent electronically and clearly marked in the subject line with the Company Name, solicitation title, solicitation number, and calling for the attention of the assigned Procurement Analyst. It is the responsibility of the firm to ensure that Proposal(s) is received electronically by the Due Date and Time stated on the Cover Page of this solicitation or as amended by a solicitation Addendum.

- A. The proposal packet must consist of one (1) original copy of the proposal in **PDF** format, clearly marked "Original". The firm's Proposal packet must be one combined PDF document with all required documentation. Do not submit your response as separate files.
- B. Proposal must be typewritten on standard paper size (8½ x 11 inches) and include page numbers.
- C. The Proposal will incorporate the **Forms** provided in this RFP solicitation. It is permissible to copy these forms as required. The authorized person signing the Proposal will initial erasures, interlineations, or other modifications on the Proposal forms.
- D. Responses are to be provided on the **Forms included in this solicitation**. Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this RFP. Supporting documents must be clearly titled and reference the applicable form.
- E. The Proposal should be organized in sections with Tabs as outlined below.

#### Tab 1: Cover Letter

All Proposal responses must include the following:

- a. Cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College (include email address and phone number);
- b. The cover letter must also identify the primary contact for this Proposal with current contact information: email address, phone number and office address.
- c. The cover letter should express the firm's interest and serve as an executive summary of the Proposal.
- d. Cover letter should reference the College's RFP number found within this solicitation.

The cover letter should be addressed to the assigned Procurement Analyst; The Proposal Table of Contents should be a maximum of two (2) pages (this item is not scored).

#### Tab 2: Required Submittal Forms

PROPOSAL must include all Required Submittal Forms, which are provided in this solicitation. Required submittal forms should be completed and signed by a person or an official authorized to commit the firm to a contract with the College.

The Offer will complete each of the below six (6) **Required Submittal Forms**, and organize the forms in the following order:

1. Proposal Certification Form
2. Exceptions to College's Consultant Service Agreement
3. Offeror's Proprietary/Confidential Information Form
4. Mandatory Certifications Form
  - a. Relatives Substantial Interest
  - b. Boycott of Israel
  - c. Legal Worker Verification Requirement
5. Appendix Form
  - a. Litigation
  - b. Canceled, Debarred or Suspended
  - c. Prior Use
  - d. Cooperative Agreement
  - e. Subcontract, Third Party

## 6. Non-Collusion Affidavit Form

**Tab 3: Proposal Forms**

The content of the Proposal (response to the evaluation criteria) must describe the firm's qualifications to provide an integrated library system using the Proposal Forms and sections contained herein.

This solicitation includes four (4) sections that will comprise the Proposal to be prepared by the Offeror. The Offeror will complete the sections as per the guidance and questions contained therein. Each question or form included in this RFP solicitation, along with any supporting documentation, the Offeror will submit such detailed responses together with its original Proposal packet.

1. Responses to Requirements
2. Company Experience and Service Form
3. Cost and Compensation Proposal Form
4. References Form

**PROPOSAL SUBMITTAL:** Proposal must conform to all requirements stated below. *Disregarding these requirements may have a negative impact on the evaluated score or result in the Offer (Proposal) being determined non-responsive and therefore not eligible for award of contract.*

1. All Proposal materials must be clearly marked with the Request for Proposals (RFP) title, solicitation number, and the firm's name.
2. It is the responsibility of the firm to ensure that complete Proposal packet submittals are received at [do-bids-proposals@pima.edu](mailto:do-bids-proposals@pima.edu) by the Due Date and Time (deadline) stated on Cover Page of this RFP solicitation or as changed by a solicitation addendum.
3. The firm is responsible for delivery of their Proposal packet by the Due Date and Time (deadline) notwithstanding any claims of error or failure to perform by email transmission.
4. No Proposal modifications may be submitted orally, or via telephone, facsimile, or telegraph.
5. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the College requires an offer submitted in the form of a Proposal in response to this solicitation to be valid and irrevocable for one hundred twenty (120) days after the solicitation Due Date and Time.
6. Proposal Packet must be compiled in the following order:

**Tab 1: Cover Letter**

**Tab 2: Required Submittal Forms**

**Tab 3: Proposal Sections & Forms**



## Section 6 RFP Selection Process, Evaluation Criteria, Interviews, Negotiations

### Overview of the Selection Process

1. A qualified selection committee will evaluate and score responses based on the selection criteria and relative weight of the selection criteria stated in this Request for Proposals.
2. Following the evaluation and ranking of Proposals, the College may, at its discretion, interview the top-ranking firms.
3. The College reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the College may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process will be taken into consideration when evaluating the stated criteria.
4. The College will award contracts to firms, based only on the scores resulting from the evaluation of the Proposals, and interviews (as deemed necessary); followed by the successful **negotiation** of fair and reasonable fees schedules with the highest ranked and most qualified firms.
5. Additional Investigations: The College reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a Proposal.

Proposals will be evaluated, and rank ordered, by an evaluation committee. It is the responsibility of the responding firm to provide CLEAR AND CONCISE information specifically addressing all of the Evaluation Criteria.

A Selection Committee (SC) will evaluate Proposals and score based on the following Evaluation Criteria, which are listed in descending order of importance:

- 1. System Compatibility, Integrity, Configurability & Support** 30 pts
  - a. System meets industry standards for security, accessibility, and interoperability.
  - b. Demonstrated reliability of service.
  - c. Scope and functionality of configuration options meet or exceed Library's needs.
  - d. Scope and functionality of reporting and analytics options meet or exceed Library's needs.
  - e. Implementation and ongoing support and training offerings and responsiveness meet or exceed Library's needs.
- 2. Search/ Interface and Operability** 25 pts
  - a. Public and staff search interfaces provide options and features that satisfy the Library's requirements.
  - b. Search algorithms promote discoverability in a way that meets or exceeds Library's expectations.
- 3. Functional Modules Workflows & Features** 25 pts
  - a. Scope and functionality of Acquisitions/ Accounting Management options meet or exceed Library's needs.
  - b. Scope and functionality of Cataloging options meet or exceed Library's needs.
  - c. Scope and functionality of Circulation options meet or exceed Library's needs.
- 4. Firm Experience & Qualifications** 10 pts
  - a. Relevant references for projects with similar project scope and interoperability needs.
  - b. Key personnel proposed by the firm have relevant experience and are fully qualified to successfully provide the services described.
  - c. Proposal includes a detailed timeline for implementation.
- 5. Financial Proposal** 10 pts
  - a. Total cost to College as it relates to the services.

**Interviews:** Following the evaluation, scoring, and ranking of the Proposals, the College may, at its discretion, interview the top-ranking firms.

Selected Offeror(s) may be required to make virtual oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentation (which may be virtually). Costs and equipment for such presentations are the responsibility of the Offeror.

**Negotiations of Contract Terms and Compensation Fee Schedule:** The College may enter into negotiations with the highest ranked Proposal on the final list. The negotiations will include a request for compensation fee schedules to determine fair and reasonable compensation; and consideration of any requested exceptions taken by the Offeror to the Consultant Service Agreement terms.

## Section 7 Contract Award and Execution

A. GENERAL

Upon execution of the contract, a copy of this RFP will be attached to the contract and all conditions of this RFP will become conditions of the contract unless specific conditions of the RFP are deleted by other terms of the contract.

B. FINANCIAL STABILITY

If requested, prior to contract negotiation and award, furnish appropriate documentation to substantiate the financial stability of the firm to undertake the services required for this program.

## Required Submittal Forms

### Proposal Certification Form

In response to **RFP No. P23/10054L Title: Integrated Library System** this proposal is submitted

by: \_\_\_\_\_,  
(Company Name)

- a corporation organized and existing under the laws of the State of \_\_\_\_\_;
- a partnership, registered in the State of \_\_\_\_\_, and consisting of \_\_\_\_\_;
- an individual trading as \_\_\_\_\_;

located at \_\_\_\_\_  
(address)

Federal Tax Id No. \_\_\_\_\_

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal will remain in effect for a period of one hundred twenty (120) calendar days as of the Due Date for proposals to the RFP.

The undersigned understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

The undersigned hereby acknowledges receipt of the following Addenda, if any:

Addendum No.	Date:		Addendum No.	Date:

The undersigned hereby certifies that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person or entity to refrain from submitting proposals, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

The undersigned further certifies that your firm (check the appropriate areas):

- women-owned business;  minority-owned business;  labor surplus area firm
- does **or**  does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please "CHECK" one of the following:
- small business;  veteran-owned small business;  service-disabled veteran-owned small business;
- HUB Zone small business;  small disadvantaged business; or  women-owned small business.

The undersigned further certifies that as a duly authorized officer, he or she is authorized to negotiate in good faith on behalf of this firm for purposes of this RFP.

Authorized Signature/Date

Print Name

Title

---

Email address

Phone #

## Exceptions Requested Form/Vendor Order Form

Company Name \_\_\_\_\_

Any exceptions to the requirements of this RFP, including the Contract and Scope of Work, that the Offer requests the College to consider must be addressed on this form.

Each Exception or Alternate should be addressed separately with specific reference to the requirement, specification including the page number, paragraph, and sentence and section number. For each exception, the Offeror will provide all of the following information: (i) Name of the Document/Attachment; (ii) Agreement Page Number and Section Number; (iii) Exception; (iv) Justification for Exception. Blank, unjustified, or unsupported requests will be disregarded.

Any exceptions requested from the College' Sample Agreement must be provided, using this Exception Form.

If there are **NO** proposed alternates or exceptions, a statement to that effect must be provided.

\_\_\_\_\_(initial) Contractor certifies this proposal has taken **NO** exceptions and does not propose alternates.

*Exceptions/Alternates are noted in the space below or are included as an Attachment to this section.*

### **Order Form:**

\_\_\_\_\_(initial) The firm utilizes an Order Form, Sales Form or similar document for placement of orders and has included a sample attached herein for College's review and approval for subsequent use during the agreement's term. The Order Form does not contain provisions contradicting or conflicting with the Pima Community College Contract.

\_\_\_\_\_(initial) Order Form, Sales Form or similar document is not applicable.

**Authorized  
Signature/Date**

**Print Name**

**Title**

## Proprietary/Confidential Information Form

Company Name \_\_\_\_\_

In the event the Offeror elects to include in its proposal any information deemed "proprietary" or "protected," it will package such information separately from the balance of the proposal and clearly mark as to any proprietary claim. Indicate in the space below specific reference to the requirement, specification including the page number, paragraph, and sentence and section number that which is deemed confidential or proprietary by the Respondent.

The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity subject to Arizona public records law, cannot and does not warrant that proprietary information will not be disclosed.

The College will have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the Offeror.

If the proposal contains **NO** confidential/proprietary information, a statement to that effect must be provided.

\_\_\_\_\_(initial) Contractor certifies this proposal contains **NO** confidential and/or proprietary information.

**Confidential/Proprietary Information.** Contractor as indicated in the space below certifies the following pages, sections, paragraphs contain confidential and/or proprietary information. **If additional space is required, provide information on a separate page and submit as an attachment to this form.**

Authorized Signature/Date

Print Name

Title



## Mandatory Certifications Form

**Company Name** \_\_\_\_\_

### A. Conflict of Interest Certification

\_\_\_\_\_ (*initial*) The Offeror certifies that to the best of his/her knowledge there is no officer or employee of College who has, or whose relative has, a substantial interest in any contract resulting from this Request for Proposal.

\_\_\_\_\_ (*initial*) The names of all public officers or employees of College who have, or whose relative has, a substantial interest in any contract resulting from this Request for Proposal, and the nature of the substantial interest, are included below or as an attachment to this certification form.

First, Last Names	Title

### B. Boycott of Israel Certification

As required by the Arizona Revised Statutes § 35-393.01, College is prohibited from awarding a contract to any Contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the Contractor is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of Israel.

A breach of the forgoing warranty certification will be deemed a material breach of the resulting contract. In addition to the legal rights and remedies available to College under the law. In the event of such breach, College will have the right to terminate the resulting agreement with the Offeror.

\_\_\_\_\_ (*initial*) Accordingly, the Offeror by initialing certifies Offeror is not currently engaged in boycott of Israel and will not for the duration of the resulting contract with College under this RFP engage in a boycott of Israel.

### C. Worker Eligibility Verification

As required by the Arizona Revised Statutes § 41-4401, College is prohibited from awarding a contract to any Contractor who fails, or whose subcontracts/subrecipients fail, to comply with A.R.S § 23-214 governing the employee verification requirements through the federal e-Verify program.

\_\_\_\_\_ (*initial*) Accordingly, by initialing certifies that Offeror (1) complies fully with all applicable federal immigration laws and regulations that relate to its employees; that it will, as applicable or required under A.R.S § 23-214, verify, through the e-Verify program as jointly administered by the U.S. Department of Homeland Security and Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on the resulting agreement with College; and (2) that it will, as applicable or required under A.R.S § 23-214, require its subcontractor and subrecipients to provide the same warranties to the Offeror.

A breach of the forgoing warranty certification will be deemed a material breach of the resulting contract. In addition to the legal rights and remedies available to College under the law. In the event of such breach, College will have the right to terminate the resulting agreement with the Offeror.

Upon request, the College will have the right to inspect the papers of each Contractor, subcontractor or any employee of either who performs work hereunder for the purposes of ensuring that the Contractor or subcontractor is in compliance with the warranty certification set forth herein.

**Authorized  
Signature/Date**

**Print Name**

**Title**

## Appendix Form

Company Name \_\_\_\_\_

In each space provided below, provide a detailed answer or indicate Not Applicable (N/A). If additional space is needed, answers may be provided on a separate document and be attached to this form.

- a. **Litigation:** Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five (5) years related to the performance of services provided by your firm.

- b. **Canceled; debarred, suspended:** If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this section.

- c. **Prior Use:** If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.

- d. **Cooperative:** If the firm intends to use any cooperative, for the purposes of this proposal, the firm must submit a copy of the Cooperative Contract.
- e. **Subcontract, third party agreement,** or the like to perform under their proposal:, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. **The services provided under the Scope of Work proposed, in part or in whole, shall not be subcontracted without prior written permission of the College.**

Authorized  
Signature/Date

Print Name

Title



## Section 9 Proposal Sections and Forms

### Instructions

Firms are strongly encouraged to present their offers in strict accordance with the noted outline.

**The Proposal must adhere to the order and response length indicated per each Criteria Response**

### Requirements

Describe in detail how your ILS/LSP will meet all of the required elements listed below. Please respond specifically to each element listed, providing detail immediately following the prompt. Failure to provide information concerning any Required or Desired element may result in our assumption that your system is missing or unable to provide that feature.

In this Requirements section, please also indicate any elements that bear an additional cost or purchase. If such costs are not indicated in either the Requirements or Pricing section, we will assume that the elements presented are part of the base price of your offering.

#### *Integration with External Systems*

- Describe how your solution integrates with student information systems- specifically Ellucian's Banner product.
- Describe how your solution integrates with learning management systems- specifically D2L Brightspace.
- Describe how your solution integrates with video streaming software.
- Describe your organization's experience integrating via an enterprise service bus (ESB).
- How does your solution support a service-oriented architecture (SOA)?
- Describe how your solution integrates with discovery solutions and/ or indicate if your system includes discovery solutions.
- Describe how your solution integrates with campus or other external financial systems including both library acquisitions and bursar functions.
- Describe how your solution integrates with online payment systems- specifically Touchnet's UCommerce Marketplace.

#### *Systems Architecture and Security*

- Describe your overall environment and system architecture. Does your solution use a SaaS model? Is your environment multi-tenant?
- Describe your solution architecture including application stack, databases, networking, operating systems, hypervisors, etc. Describe how and where data flows and is stored in your solution (including logs and other files generated from your solution).
- Is the hosted instance isolated from other instances on a separate Virtual Machine (VM), or is it shared with others on a single VM?
- Describe how you perform configuration management and review.
- Describe your process and usual cycle for managing patches and updates.
- How often is your solution upgraded?
- What role do customers play in the product enhancement process?
- Describe any third-party systems your solution relies on.
- What institutional authentication system(s) does your solution integrate with (e.g., CAS, Shibboleth)?

## Security and Privacy

- Describe database protections in place (encryption, network segmentation, etc.).
- Do you perform regular 3rd party penetration testing of your solution (note: this is NOT the same as vulnerability scanning)?
- Describe how your solution supports data transit security?
- What encryption options are in place? Describe the different levels of encryption.
- Please provide an SSAE 16 SOC 2 report if available.
- Describe your information security organizational structure.
  - Include internal and external personnel, roles, and responsibilities.
- Describe how your solution complies with PCI, given aspects of its payment functionality.
- Describe how your solution complies with FERPA and other applicable data security and privacy regulations.
- Describe your software development process.
  - Are programmers aware and trained regarding common programming security risks (i.e. OWASP top 10)?
- Describe your network, system, and web application vulnerability management process.
  - Please share any results of third-party assessments/scans.
- Will institutions be allowed to perform penetration testing and vulnerability assessment - ideally against a staging environment that represents production?
- Describe security controls that enforce separation of duties.
- Describe security controls in place for endpoint protection on systems used by your developers, systems administrators, and others supporting your solution.
- Describe how those supporting your solution authenticate to it and how such access is monitored and logged.
- Describe your ability to prevent, detect, and respond to intrusions, including processes in place to do so.
- Does your solution support two-factor authentication?

## Reliability

- How are violations of service availability recorded?
- Describe any redundancy features.
- Your solution must have a high degree of availability and response time. Describe how you meet this requirement and provide data demonstrating your solution's past performance.
- Describe your guaranteed turnaround time for resolving critical issues that result in system downtime.
- How does your solution monitor and report on system reliability and performance?
- How are downtime and service breaches recorded?
- How are fixes and reported issues prioritized?

## Scalability and Performance

- How does your solution accommodate increases in users and collections?
- How does your solution manage peaks and spikes in workload over varying periods of time, including seconds, minutes and hours?
- Describe expected performance for batch load processes including factors affecting processing time and performance. What factors affect processing time? Can batch loads be scheduled?
- Are there governance thresholds or restrictions for the import and export of data?

## Backup and Recovery

- Are backups encrypted, and who can access them?
- Is periodic testing of backup integrity performed? Describe the timetable for such testing.
- How and where are backups stored?

- Please be specific with regard to the medium and parties involved.
- Describe your solution's mechanisms for recovery.
- What processes are in place for disaster management?
- What is the expected time frame for a restore to occur?

### **Product Accessibility**

- Provide your most recent VPAT. At a minimum, your VPAT should address accessibility, keyboard navigation, and screen reader accessibility.
  - Address compliance with WCAG 2.0 AA and US Rehabilitation Act section 508 for both user and administrator/staff functionality
  - Has your product been verified for accessibility with assistive technologies for all functions? If so, please identify if this was through self-verification or a third party vendor. Also, list assistive technologies and applications (browsers) and include version numbers tested.
  - Discuss functionality for keyboard navigation
- Discuss the level of functionality as it relates to accessibility as well as where/how accessibility is included in your product development process.
- Are users able to determine accessibility of library materials i.e., a search is conducted for materials and returned results include format/accessibility information?

### **Support and Maintenance**

- What kind of uptime do you typically deliver (also define any terms within your answer as appropriate)? What are the biggest risks to the solution, in terms of availability (e.g., power outages, network outages, data corruption, software bugs, reliance on external partners), and how are these risks mitigated? Provide any examples you can of large outages that have occurred, how long they lasted, and how you resolved them.
- What support options are available for your solution after go-live?
- What is your guaranteed response time for responding to emergency and non-emergency requests?
- During what hours is your support team available? What provisions do you have in place for after-hours support?
- How do you facilitate and encourage support through user groups or communities of practice? What role, if any, does a user group/community of practice have in identifying and prioritizing enhancements?
- What is the expected FTE and expertise of local systems staffing required for managing your solution?
- Describe the options and levels of support, warranty coverage, and types of maintenance agreements that are available for the proposed system, along with the associated costs for any of this ongoing support.

### **APIs**

- Provide documentation for all APIs available for your solution.
- Describe the APIs available for reporting and analytics.
- Describe the support provided for APIs. Is there a developer network or other community site for collaborating and sharing code?
- Describe the change control processes for API development.
- What role do customers play in the further development of APIs for your solution?
- Does your solution provide APIs for create, read, update, and delete operations for records? Please specify which operations are available for each type of record within your solution.
- Describe the APIs available to perform circulation operations such as placing requests, checking out material, clearing fines, etc.
- Describe the APIs available to retrieve and/or update any system configuration information such as lending rules or library hours.



## Public Search/ Interface and Operability

We are seeking information on the interface(s) for both your solution's catalog search module and also your discovery layer. Your responses to the following prompts should apply to both unless otherwise specified.

- Describe how your solution provides library users with an intuitive interface that enables users to create searches in their own words; retrieves relevant items available to them regardless of format or physical location; and displays, organizes, and limits search results in an understandable manner.
- How do your search recommendations work? Can the system offer to add synonyms and narrower terms to match a search term?
- Describe how your solution will facilitate both known-item searches and open-ended searches (including authors, titles, subject terms, or other identifying information) using an intuitive interface.
- Describe how your solution enables users to control the search scope or refine the search by criteria such as availability, location, creation or publication date, version, source, resource type, or format, as well as whether the item is available electronically or in a physical format.
- Describe how your solution performs on mobile devices, including those with small screens. Does your solution support any mobile applications? What is your mobile strategy going forward?
- Are persistent links provided for library items? For the results of specific searches? For search landing pages for search types that may be pre-limited? Can URLs in the address bar be used as permalinks?
- Can users text or email item records to themselves?
- Can users export records directly to bibliographic management tools like RefWorks, Zotero, and EndNote?
- Describe the methodology your solution employs to de-duplicate search results.
- Does your solution provide the ability to create search scopes for subjects or disciplines? Does your solution provide the ability to create search scopes for specific collections, such as a specific campus library's holdings or the library's technology collection?
- Can the user specify preferences to customize the ranking of search results?
- Please describe the relevancy ranking algorithms used in your solution. To what extent is the proximity of search terms used in relevance ranking? Please cite any studies of the efficacy of your relevance ranking, internal or external.
- Does your solution include a resource recommender service that recommends resources based on other research activity?
- Describe how your solution will facilitate expert/advanced searching features for researchers who require more control in formulating search statements and handling results. How do you handle Boolean searching? What is the default search logic for AND, OR, NOT, and proximity? What field-limits are available for searching in discovery?
- Describe how your solution will enable users to change search terms without losing selected search parameters and limits.
- If your solution includes an integrated discovery solution, please provide a listing of those databases, publishers, open access repositories, and other data sources that are indexed by the discovery system and the level of indexing, e.g. metadata or full text. Please list databases

for which the full text is linked directly from the discovery record rather than through an open linking solution. How reliable are your open linking solutions—how often do they result in full text within 2-3 clicks?

- Describe how your solution recommends subjects or other terminology, alternate titles, spelling corrections, and other ways to help users identify and use alternate search strategies.
- What supplemental and contextual information will your solution provide about items such as book covers, tables of contents, indexes, reviews, and other content previews that enrich the user's understanding of the nature and content of items and collections? Do these features require additional services from you or another provider?
- Describe how your solution provides reports and analytics regarding search activity (e.g. user activity, facet usage, and popular searches).

- Describe the functionality of any modules or features designed to support searches for course reserve materials.
- Describe how your solution allows users to view information about their account (e.g. bills, checkouts, hold requests, etc.)
- Describe how your system allows users to place holds/ request items from other campuses.
- Describe how the library can add custom styling and branding to interface pages.

### **Staff Search/ Interface**

- Describe advanced staff search options. Do they include the option of searching multiple fields simultaneously for words or phrases? Can staff define their own search conditions based on standard indexed options?
- Are all of your solution's fields indexed and searchable? If not, can the library define which fields are indexed and searchable for all types of records?
- Describe your solution's options for limiting and sorting search results.
- Does your solution allow editing records, creating orders, viewing holdings, viewing items, etc. from a search results list?
- What types of messages and notifications are supported for staff users? Please provide examples
- Describe what support your solution has in place for a personalized dashboard for staff users?

### **Acquisitions/ Accounting Management**

- Describe how your solution supports various acquisition workflows, including but not limited to:
  - Traditional print and electronic items
  - Continuations/subscriptions (package or single-title)
  - Non-purchased acquisitions (e.g., gifts)
  - Cancellations
- Describe your solution's ability to automatically create order records based on vendor-supplied MARC records for resources ordered in an external system. Include how your solution supports matching the order records to records of existing catalog items and batch editing files during the ingest process.
- Describe your solution's ability to support automated selection, ordering, invoicing, and claiming using Electronic Data Interchange (EDI) or similar data transmission standards. Describe how these transactions can be automated including how data is sent, received, and integrated with acquisitions, serials management, vendor systems, and financial modules. Describe your solution's ability to check for and report successful transmissions or transmission errors.
- Describe your solution's interoperability with major library vendor systems (e.g., Ingram, Midwest, EBSCO serials, etc.) for ordering, claiming, status reports, and invoicing. Include information about your solution's ability to interact in real time with these external vendor systems. Provide a list of vendors currently interfacing with your solution through EDI (X12 and/or EDIFACT or other data transmission protocols).
- Describe your solution's functionality for deleting purchase orders. Does your solution create an audit trail on orders and invoices?
- Describe your solution's functionality for the creation and use of order templates. How does your solution support the ability to automatically place holds on behalf of interested user(s) once the item becomes available?
- Describe system functionality for the generation and tracking of alerts and reminders for staff across the library, including but not limited to acquisitions. Describe the types of reminders that a library may customize.

### **Funds Management**

- Describe your solution's funds management workflows and functionality, including but not limited to:
  - System ability to provide real-time access to fund balances (including encumbrances and expenditures).

- Ability to import data from external sources in standard data formats.
- Customization by the library to define rules related to the fund (e.g., over-encumbrance and over-expenditure) including relationship of rules within the fund hierarchy.
- Support for the ability to enter and adjust fund appropriations throughout the fiscal year and to recalculate expenditure balances based on revised fund allocations.
- Identify any limits to the number of funds, (character) length of fund codes, or limits to the number of hierarchical fund levels.
- Describe the product's ability and workflow to support, provide statistics, and document fiscal year closing.
- Describe reporting and analysis functionality of your solution including but not limited to:
  - Ability to present a graphic display of fund balance, allocation, expenditure, and encumbrances.
  - Support for the creation and dissemination of scheduled and on-demand budget reports, printed and/or online.
  - Functionality for customizable financial reports that can be run on a periodic basis.
- Describe the product's ability to support eResources (databases, ejournals, etc) acquisitions, including license terms, costs, VPAT/accessibility compliance and contracts repository.

### ***Invoices and Payments***

- Describe how your solution integrates with campus financial management systems, including but not limited to export and import of financial transactions and payment of invoices. With which external financial system(s) have you successfully implemented payment interfaces?
- Describe how your solution handles encumbrances including but not limited to automatic disencumbering and real time reporting on fund balances to reflect changes within the fund.
- How are additional charges (e.g., shipping charges, service fees or discounts) added to the invoice?
- Describe your solution's functionality in retaining and viewing annual payments for subscriptions. Include a description of functionality in viewing current and past payment history for serials. How will this information be migrated from current systems?

### ***Renewals***

- Describe a typical renewal workflow in your solution including but not limited to how subscription renewals are managed.

### ***Receiving***

- Describe the ability of your solution to create invoices separate from the receipt process. How does your solution handle orders received without an invoice?
- Describe your solution's ability to allow for notifications, routing, and other internal notes, customizable and viewable by library staff during the receipt process.

### ***Print Serial Management***

- Describe your solution's support for the creation of date prediction patterns and enumeration patterns for check-in purposes.
  - Describe the solution's ability to reuse prediction and enumeration patterns.
  - Describe how your solution handles less common predicted patterns.
  - Describe the process for changing predicted enumeration patterns, e.g., combined issues or issue frequency changes between or within volumes.
- Describe the workflow for receiving serial issues
  - Does your solution support centralized and decentralized serials check-in (each location/campus library able to maintain its own serial control records)?
- Describe how summary holdings are created from check-in data. Can summary holdings display in the public interface?

- How are serial issues claimed?

### ***Demand Driven Acquisitions (DDA)***

- Describe your solution's ability to support complex workflows for demand driven and evidence-based acquisitions programs supporting all material types. Include information on library customization options to configure alert percentages and the ability to suspend a DDA program when budget thresholds are reached.

### ***Metadata/ Cataloging***

#### **Data Formats**

- Describe how the solution supports a variety of both MARC and Non-MARC standards out of the box with the option for customizability. What is the capability of adding additional schemas?
- Describe how your solution supports RDA.
- Does your solution support validation of appropriate use of elements, subfields, values, and indicators?
- Does your solution support both MARC-8 and Unicode (UTF-8) for importing, exporting and editing?
- Describe how your solution supports the BIBFRAME model. How does your solution plan to accommodate future linked data initiatives?

### ***Editing***

- Describe how your solution supports cataloging tasks, including exporting MARC records, uploading vendor-provided MARC records, editing, deleting, transferring, overlaying, merging, and linking records.
- Does your solution have a duplicate detection program to ensure all barcodes, record numbers and call numbers are unique? Describe your solution's available data points for matching on duplication and overlay functionality.
- Does your solution provide relevant online help when editing records?
- How are validation tables maintained and kept up to date?
- Does your solution support the option to suppress records from the search and/or discovery solution?
- How does your solution handle diacritics and non-Roman characters?
- Does your solution support the creation and storage of record templates for use in creating and editing records (bibliographic, item, holdings, order and authority records), including specifying default elements, indicators, subfields, and values stored in these templates?
- Does your solution support hotkeys for navigation and actions that allow editing entirely with the keyboard?
- Does your solution support the single record approach, allowing the library to link both a digital and physical item to one metadata record? Conversely, does your solution support a multiple record approach to keep formats on separate bibliographic records if the library so chooses?
- Does your solution provide the ability to derive a new bibliographic record from an existing record? If so, what data, if any, does NOT transfer to the new record?
- Describe how your solution supports batch updating of a subset of records. What types of rules and logic conditions can be used to identify records for batch updating, and what types of records can be batch updated?

### ***Authority Control***

- Describe your solution's authority control and management features, including the ability to import authority records from outside sources and update authority records as needed.
- Does your solution allow libraries to create local authority records?

### ***Item Records***

- How does your solution create and store item level data in relation to other data?

- What information can be registered in the item record?
- Can your solution record the history of activities on an item - loans, item changes, etc.? Does your solution track the history of which staff made changes to a particular item record?
- Can items be moved from one bib record to another?
- Does your solution support the concept of temporary locations for items?
- What inventory management tools are available in your solution?
- Describe options for printing labels.

### **Circulation**

- Describe how your solution handles multiple types of patron accounts (students, staff, alumni, etc), each with its own set of loan rules and materials limits.
  - Describe how your solution interfaces with student information systems to upload patron data.
- Does your solution provide the ability to search for a patron on any one, or a combination of multiple standard fields (e.g., last name, first name, unique ID, etc.), and/or library-defined fields in a patron's record?
- Describe how your solution provides capabilities to view, edit and manage lending rules including setting parameters such as loan periods, maximum number of renewals, assessing fines or late fees, etc.
- Messaging
  - Can notes, comments, or messages be added to a patron record?
  - Can item-level pop up notes be added? Staff Notes (information for staff) and Public Notes (that can appear in the Public catalog)?
- Describe how your solution manages loan limits by material type, location, and user group.
- Describe how your solution manages staff overrides.
- Describe how your solution tracks in-house use of library materials.
- Describe the type of point-of-transaction error messages supported by your solution (for both staff and the end user) and the configuration options for these messages.
- Describe how your solution manages / supports patron self-sufficiency (i.e., the ability to perform a variety of actions with little or no need for mediation by library personnel) for services such as holds/recalls, renewals, reading history, payment of fees/fines, booking, ILL requests etc.
- Describe how your solution provides due dates automatically adapted to holiday and library closings.

### **Check-out/Check-in**

- What type of circulation or user information is retained upon an item's return?
- What options are available for check-out and return receipts?
- Describe how your solution manages offline circulation of materials if internet access is not available, including the process for uploading from the offline client back to the live system when access is restored.

### **Holds/ Request Management**

- How does your solution support holds and recalls? Is this configurable locally? What record types are requestable (Bib, Item, etc.)?
- Describe how your solution handles multiple branches within a single institution with respect to intercampus delivery requests.
- How does your solution prioritize the hold queue?
- How does your solution generate automatic notices to patrons when requested items are available? What forms of notifications are available? Are notices generated and sent in real time? Is notice language configurable?
- How does your solution support patron-identified pick-up locations?
- Describe the workflow from the point of an item-level request made by a patron on a local item, through to delivery of the item to the patron at the patron's specified pickup location, and circulation of the item to the patron.



## Renewals

- Describe the configurability of your solution's renewal parameters.
- Does your solution support automatic renewals? Can this be configured by material type, item policy, user group etc.?
- Can staff see the current number of renewals for each item borrowed by the patron?

## Fines and Fees

- Describe the ability to communicate fines and payment information to campus bursar systems.
- Describe how your solution supports grace periods.
- Describe how campus blocks and holds due to fines can be communicated to central campus systems. Describe how the system can provide data to integrate library information into a campus portal or third-party system.
- How configurable are the different thresholds for fines and fees (e.g., hourly, daily) as well as the settings determining whether fees are assessed during building closures and holidays?
- How does your solution support manual overrides (without waiving) and full or partial waivers of fines and fees?
- How does your solution define which staff are authorized to manually add or waive a fine or fee?
- How does your solution support account balance thresholds for blocking patron accounts due to accrued fees? Are authorized users able to manually add or remove patron blocks?

## Course Reserves

- Describe your solution's course reserve functionality.
- Can your solution retrieve course information from a learning management system?
- Can both electronic and physical material be placed on reserve?
- What options are there for patrons to find material that is on reserve?
- Does your solution support running queries on material held on reserve by a variety of fields including course code and instructor? Can course reserve information be retrieved and/or edited using an API?

## Inventory

- Describe the ways in which your solution supports inventory maintenance?
- Does your system provide any analytics for inventory?

## Interlibrary Loan

- Describe how your solution integrates with standard interlibrary loan (ILL) management applications such as ILLiad and Relais.
- Can ILL requests be made in your solution which are then relayed to the ILL software? Can these requests be relayed without any staff intervention?
- Can patrons view ILL requests along with local requests from the patron account area of your solution? Can patrons cancel or renew ILL requests from this view?
- Describe a typical workflow for a borrowing request initiated from your solution. Are temporary records created for incoming ILL items so they can be circulated in your solution?

## Administration/ system configuration

### Notices

- Describe the configuration options available for all types of library notices (e.g., overdue, courtesy, pickup, paging) including the ability to customize notices without vendor intervention.
- Describe how your solution provides for courtesy patron notices.



- Describe how your solution supports the scheduling of notice generation.
- Describe how your solution supports automated and customized sending options for notices.
- Can your solution send notices to patrons by SMS?

### **Hours**

- Describe how your solution handles library hours.
- Can separate hours be set for each location within an institution?
- How are exceptions to standard opening and closing times defined?
- Can hours be retrieved and/or set in your solution via an API?

### **Staff Users/ Permissions & Access**

- Describe how your solution manages staff user access and permissions.
- Describe what kind of staff activity is logged. For example, is it possible to determine which user edited a record or cleared a fine?
- Does your solution integrate with external identity management systems (e.g. LDAP/Shibboleth) for staff authentication?

### **Patron Management**

- Describe how your solution supports different patron types and different circulation rules for each type of patron.
- Can the library define custom fields for patron records? Can patron records have multiples of the same field? For example, can a patron have two different types of addresses, home and office?
- Describe how your solution handles the manual creation, modification, and deletion of patron records.
- Describe how your solution handles deleting and purging patron records. What data is retained when a patron record is deleted? Can this be customized by the library?
- Does your solution enforce patron field constraints (uniqueness, etc.)? Can these constraints be defined by the library?
- Describe how your solution supports the global ingest and update of patron records. Can patron records be loaded from a flat file?
- Can patron records be created, deleted, and updated automatically from a student information system (SIS)?
- Describe how your solution integrates with external identity management systems (e.g. LDAP/CAS/Shibboleth) for authentication?

### **Reporting and Analytics**

- Describe the reporting and business intelligence options available in your product.
- Describe how your solution allows staff to create custom reports about collections, circulation, and other statistics without vendor intervention or assistance.
- Describe all the exporting options your reporting and analytics solution supports.
- Explain any limitations in reporting, e.g., availability of data from different record types or the combination of data elements from different record types; number of records that may be retrieved; number of reports that can be run; or the number of parameters that may be selected.
- Describe how your solution provides a method for automating and scheduling the creation of regular, daily, weekly, and monthly reports.
- Describe how your solution conforms to existing national standards, e.g., ANSI/NISO Z39.7-2013, ICoLC, SUSHI and COUNTER for usage statistics reports.
- Describe how your solution records or keeps track of data that is not COUNTER-compliant.
- Describe how your solution supports the ability to export data in standard formats (e.g. text, Excel, XML, PDF, etc. ) to facilitate data manipulation, transfer, and sharing.

- Describe how your solution supports role-based report generation and viewing such that a user will only be able to view reports and data according to his/her role.
- Does your solution provide an overlap analysis report for electronic resources?
- Describe how data and/or logs from proxy/identity management (LDAP/CAS/Shibboleth etc.) systems can identify which patrons are using library resources. How is that information stored?
- Describe how your solution interacts with third-party analytics platforms. What analytics providers does your solution work with?
- Please provide sample reports and describe how/which reports are built into your solution.

### ***Migration & Training***

Describe the migration services you offer, including data migration services, training, and configuration and policy planning for our environment. Please include the following:

- Describe your project management process for new implementations.
- Describe your experience migrating data from other integrated library systems, particularly experience migrating from III Sierra to your solution. References from other institutions are requested.
- Describe the ability to retain and preserve transient or temporal data, such as checkouts, holds, item status, item statistics (such as total checkouts), patron status and patron blocks, through the migration process.
- Describe the training program provided during implementation, including the method of delivery and format of materials.
- Outline the roles and responsibilities of the library and the vendor during the implementation process. Describe the required involvement of library staff in the implementation process.

Company Name \_\_\_\_\_

## Company Experience and Service Form

*Description of Company Qualifications and Experience may be noted in the space provided below or included as an Attachment to this form.* (Note: When responding to this form as an attachment, clearly identify in your proposal response each paragraph number shown below and your response to that paragraph.

The proposal must describe the firm's qualifications and experience to provide the requested ILS, and include the following:

### 1. Company Background Information:

Company legal name: \_\_\_\_\_

web address: \_\_\_\_\_

headquarters: address, phone number, and email address;

\_\_\_\_\_  
\_\_\_\_\_

facility (supporting College): address, phone number and email address

\_\_\_\_\_

other facility locations supporting the College (if different: address, phone number and email address)

\_\_\_\_\_

### 2. Qualifications and Experience Information:

A summary of qualifications, to include a description of the nature of the firm's business; a description of experience, competencies, and overall organizational capabilities (not to exceed two (2) pages).

A summary of company's Customer service standards (not to exceed one (1) page).

Give the name of the manager/supervisor who will be assigned to PCC on behalf of any resultant contract. Identify key contact personnel who may be involved with the contract.

\_\_\_\_\_

Provide 24/7 emergency contact names and phone numbers.

\_\_\_\_\_

## Cost & Compensation Proposal Form

**Company Name** \_\_\_\_\_

Pima Community College expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the college for any reason. Indicate if there are additional fees.

- **Sales Tax:** Do not include Sales Tax in Unit Prices. Equipment or materials should include itemized sales tax in the amount in the space provided herein; Proposals for services only, are not taxable. Note, the College is not exempt from paying State and local transaction privilege tax (sales tax).
- **Optional Items/Services:** Indicate if any items are optional and specify them in a separate section.

**Please provide a detailed and complete response delineating all costs to provide the services described in the RFP. If the addition of features or functionality results in additional costs or the purchase of additional products, that must also be delineated.**

- **Describe and delineate any one time, installation, set up or training costs.**
- **Provide per-year, ongoing pricing for five (5) years from date of award.**
- **Cost of application modules and tools - quote each as separate line item, then total**

**Total cost of proposal including all application modules, recommended tools, products, source code, licensing, support, and annual maintenance for five years. (if different than the sum of the individual prices, please explain in proposal)**

2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	Total 5 Year Cost
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Describe and delineate any one time, installation, set up or training costs.**  
*Quote each as separate line item*

	\$ _____
	\$ _____
	\$ _____
	\$ _____

	\$
<b>TOTAL</b>	\$

**Provide per-year, ongoing pricing for five (5) years from date of award.**  
*Cost of all application modules, recommended tools, products, and annual maintenance*  
*Quote each as separate line item*

Description of module, tool, product, maintenance	Cost 2023-24	Cost 2024-25	Cost 2025-26	Cost 2026-27	Cost 2027-28	TOTAL 5 year cost

*Other products (middleware, operating system software, etc.) the vendor believes is required to successfully implement and operate the proposed integrated software solution.*  
*Quote each as separate line item*

Description of products	Cost 2023-24	Cost 2024-25	Cost 2025-26	Cost 2026-27	Cost 2027-28	TOTAL 5 year cost

*Costs for training, technical support, modifications, and maintenance outside the standard technical support and maintenance agreements (hourly rates, travel expenses, training course costs, etc.).*

*Quote each as separate line item*

Description of products	Cost 2023-24	Cost 2024-25	Cost 2025-26	Cost 2026-27	Cost 2027-28	TOTAL 5 year cost

**BILLING**

**Original invoices are to be sent to the College District Office at:  
 Pima Community College District, Accounts Payable, 4905 E. Broadway Blvd, Tucson, AZ 85709**

## References Form

Evidence of ability to provide the requested services demonstrated by providing at least three (3) references of which you have performed projects with similar interoperability needs for within the last three years.

<b>REFERENCE 1</b>
Entity Name
Contact Name, Title, Phone Number, and Email address
Year(s) service(s) provided

<b>REFERENCE 2</b>
Entity Name
Contact Name, Title, Phone Number, and Email address
Year(s) service(s) provided

<b>REFERENCE 3</b>
Entity Name
Contact Name, Title, Phone Number, and Email address
Year(s) service(s) provided



## AGREEMENT For Integrated Library System Services

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made as of \_\_\_\_\_, 2023 (“**Effective Date**”) by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**College**”), a political subdivision of the State of Arizona, located in Tucson, Arizona, and \_\_\_\_\_ (“**Contractor**”), located at \_\_\_\_\_.

**NOW, THEREFORE**, in exchange of mutual promises and other valuable consideration, the parties agree as follows:

### 1. SERVICES

1.1. Subject to the General Terms and Conditions stated in **Attachment A** and made part of this Agreement, Contractor shall provide Integrated Library System services (“**Services**”). **Attachment B**, which is attached to and made part of this Agreement, provides detailed description of the Services, including the Scope of Work, to be performed by Contractor.

### 2. COMPENSATION

In exchange for the Services, College shall pay Contractor as compensation the total amount as and when set forth on **Attachment C**, which is attached to and made part of this Agreement. Unless states expressly in Attachment C, Contractor shall be solely responsible for all expenses it incurs in connection with the Contractor’s obligations under this Agreement.

### 3. TERM

The term of this Agreement shall be for five (5) years from date of award. Five (5), one-year extensions of the agreement may be effected by Purchase Order or an amendment to this Agreement approved by both parties, and, unless terminated earlier pursuant to Section 4 of this Agreement.

### 4. TERMINATION

4.1. **Termination for Cause.** Notwithstanding the Term, College reserves the right to terminate this Agreement in whole or in part due to the failure of Contractor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, licenses and permits, or to make satisfactory progress in performing the Services. College shall provide written notice of the termination and the reasons for it to Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by Contractor under this Agreement shall become the property of and be delivered to College on demand. College may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, the services to replace those under this Agreement. Contractor shall be liable to College for any excess costs incurred by College in re-procuring the services.

4.2. **Termination for Convenience.** College reserves the right to terminate this Agreement in whole or in part at any time when in the best interests of College without penalty or recourse. Upon receipt of the written notice, Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to College. In the event of termination under this provision, all documents, data and reports prepared by Contractor under this Agreement shall become the property of and delivered to College. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be Contractor’s sole remedy against College in the event of termination under this provision.

### 5. INSURANCE

Contractor shall (and shall cause its subcontractors to) procure and maintain until all of the Contractor’s obligations under this Agreement have been discharged or satisfied, including any warranty periods, insurance coverage described in **Attachment D**, and shall otherwise comply with the requirements of Attachment D, which is attached to and made part of this Agreement.

### 6. NOTICES

Any notice to be given under this Agreement shall be in writing and sent to the intended party’s address indicated below:

**To COLLEGE:**

Name: Mr. Terry Robinson, Director Procurement & Payment Services  
Phone: 520-206-4739  
Email: trobinson17@pima.edu  
Address: 4905 E. Broadway Blvd., Tucson, AZ 85709

**To CONTRACTOR:**

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**7. ENTIRE AGREEMENT; AMENDMENTS**

**7.1.** This document, including all Attachments constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications and understandings, written or oral, between the parties.

**7.2.** This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties.

**[SIGNATURE PAGE CONTINUES]**

**IN WITNESS WHEREOF**, the parties' duly authorized representatives have signed this Agreement on the dates indicated below:

For **COLLEGE**  
**PIMA COUNTY COMMUNITY COLLEGE**  
**DISTRICT:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For **CONTRACTOR**  
**[xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx]:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENTS:**

- Attachment A – General Terms and Conditions
- Attachment B – Scope of Work; Deliverables
- Attachment C – Cost and Compensation
- Schedule Attachment D – Insurance Certificates

**ATTACHEMENT A to AGREEMENT FOR SERVICES****GENERAL TERMS AND CONDITIONS**

1. **Contractor's Performance of Services.** Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services.
2. **Supervision.** Contractor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by College.
3. **Government Fees; Licenses.** Contractor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Contractor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by College, Contractor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of the Agreement.
4. **Work to Be Performed by Others.** College reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.
5. **Warranties.**
  - 5.1. Contractor warrants that the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
  - 5.2. Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.
  - 5.3. To the extent, Contractor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.
6. **Scope of Relationship.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, "**Contractor Parties**"), shall be deemed employees, agents, partners, or joint venturers of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
7. **Intellectual Property.**
  - 7.1. **College's Intellectual Property** All intellectual property that Contractor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including College, pursuant to or in connection with the Services, including all intermediate and partial versions ("**Contract IP**"), will be owned by College, and where applicable, all copyrightable Contract IP will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for College (or if ownership of all rights therein do not otherwise vest exclusively in College), Contractor hereby irrevocably assigns, without further consideration, to College, all rights, title, and interest to all Contract IP. For purposes of this Agreement, "**Intellectual Property**" or "**IP**" means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.
  - 7.2. **Contractor's Intellectual Property.** Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to College a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to College in the performance of the Services.

- 7.3. College Data** As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Contractor, as well as all data managed by Contractor on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through College's or Contractor's use of the Services (collectively, "**College Data**"). The College Data also includes all data and information provided directly to Contractor by College students and employees, and includes personal data, metadata, and user content. The College Data will be College's Intellectual Property and Contractor shall treat it as College's confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor's obligations to College under this Agreement; or (ii) as authorized in writing by College. Contractor may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College's prior written consent. Upon request by College, Contractor shall deliver, destroy, and/or make available to College any or all of College Data.
- 8. Confidentiality**
- 8.1.** If, during the Term, either party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other party's business practices, strategies, and technologies, as well as the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and College Data, covered by Section 7.3 of this Agreement (collectively, "**Confidential Information**"), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party's prior written consent.
- 8.2.** Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party's Confidential Information that the party can show: (i) was already lawfully in the possession of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.
- 8.3.** Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party's possession or under the party's control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.
- 9. Educational Records; FERPA.** College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.
- 10. Public Records.** The parties acknowledge that College is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify Contractor party prior to disclosure.
- 11. Privacy and Security.**
- 11.1.** If Contractor, or its agents, or any tier of Contractor's subcontractors in the performance of this Agreement hosts or maintains College's Confidential Information on its technology, Contractor warrants that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- 11.2.** At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed College's information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.

- 11.3. Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies.
- 11.4. In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College's Chief Privacy Officer and the Office of General Counsel. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor shall keep the Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available.
- 11.5. In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College's Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.
- 12. Indemnification.** Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, College, its officers, agents, and employees ("**Indemnitees**") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor or Contractor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement; and (ii) claims related to the disclosure of College's Confidential Information.
- 13. Use of Names; Trademarks.** Neither party shall use the other party's trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature ("**Marks**"), or the names of the party's employees in any publicity or advertising material without prior written approval by the other party. Contractor's use of any College's Marks, if and when authorized, shall comply with the College's design and drawing specifications.
- 14. Use of College Property.** While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found [here](#). Contractor's personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.
- 15. Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
- 16. Equal Opportunity; Non-Discrimination.** The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.
- 17. Misuse of Public Funds.** Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.



18. **Federally-Funded Agreement.** If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions of Attachment E.
19. **Non-Assignment.** This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor's rights or delegate any of the Contractor's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.
20. **Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the RFP used in procuring the Contractor's services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.
21. **Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.
22. **Right to Offset.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
23. **Stop Work Order.** College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement ("**Stop Work Order**") for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.
24. **Gratuities.** College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
25. **Insolvency.** College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.
26. **Cancellation for Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
27. **Non-Appropriation.** Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of the fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.



- 28. Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.
- 29. No Waiver of Right by College.** No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
- 30. Dispute Resolution; Arbitration.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.
- 31. Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.
- 32. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.

**End of Attachment A**

**ATTACHMENT B to SERVICE AGREEMENT  
SCOPE OF WORK; DELIVERABLES**

**ATTACHMENT C to SERVICE AGREEMENT  
COST & COMPENSATION**

**ATTACHMENT D to AGREEMENT FOR SERVICES**  
**INSURANCE CERTIFICATES**
**1. GENERAL INSURANCE REQUIREMENTS:**

**A. Certificates of Insurance:** Contractor shall, upon request, submit to the College Purchasing Representative certificates of insurance evidencing the coverage required in this Attachment as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by College.

**B. Self-Insurance:** Any deductibles and self-insured retentions contained in any insurance coverage required by this Attachment shall be declared to College and are subject to approval by College. Contractor shall be solely responsible for any such deductible and/or self-insured retention.

**C. Scope of Insurance Coverage:** All policies, except for Workers' Compensation, shall contain a waiver of subrogation in favor of the Pima County Community College District, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Contractor's insurance coverages shall be primary as to any other insurance or source and shall include a severability of interest clause. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the agreement with College.

**D. Additional Insureds:** For policies shown in Sections 2(B), 2(C), and 2(E) below, the insurance certificates shall name Pima County Community College District, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.

**E. Notice of Cancellations, Changes to Coverage:** Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty (30) days' prior written notice has been provided by Contractor to the College's Purchasing Representative.

**F. Contractor's Personnel, Agents, and Subcontractors:** Contractor shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Contractor and agreed to by College, proportionate to the type of work to be performed and exposure to risk. Contractor shall not permit all persons or entities retained by, through, or under Contractor, from entering upon College's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.

**G. Failure to Maintain Insurance:** In the event Contractor and/or any person or entity retained by, through, or under Contractor fail to maintain required insurance coverage, College may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Contractor.

**2. INSURANCE COVERAGE REQUIRED:**

**A. Workers' Compensation Insurance -** Contractor shall procure and maintain Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor, its employees, or both, engaged in the performance of the Agreement, as follows:

Employer's Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

**B. Commercial (Business) Automobile Liability Insurance –** Contractor shall procure and maintain Commercial Automobile Liability Insurance with respect to Contractor's owned, hired, or non-owned vehicles assigned to or used in performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for "any auto."

Combined Single Limit	\$1,000,000 (CA 0001)
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**C. Commercial General Liability Insurance –** Contractor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee

acts), and blanket contractual products, with the minimum coverage limits below. Contractors with excavation and underground risks shall have coverage for and exclusions removed for “x, c, and u.”

Each Occurrence	\$1,000,000 (CG 0001)
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$ 50,000
Fire Legal Liability	\$100,000,000

**And, if applicable (in addition to the required coverages listed above), Contractor shall procure and maintain the following policies:**

<b>D. Professional Errors and Omissions</b> (including Environmental Impairment Liability)	\$1,000,000 per occurrence
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## **RFP Completion Checklist**

This checklist is a summary of some of the required components of the RFP. Offeror must ensure supporting documentation and attachments are included.

This Check-List is provided as a convenience to Offerors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the Offeror to submit complete and compliant proposals.

- Cover Letter**

### **Required RFP Submittal Forms**

- Proposal Form**
- Company Experience & Service Form**
- Cost & Compensation Proposal Form**
- Response to Scope of Work (Evaluation Criteria)**
- Response to Scope of Work (Requirements)**
- Exceptions Requested/Vendor Order Form**
- Confidential and/or Proprietary Declaration Form**
- Mandatory Certifications Form**
- Reference Form**
- Appendix, if applicable**